

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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Z HENG SHI

Plaintiff

COMPLAINT

-against-

DAVINDAR SINGH

AMERICAN TRANSIT INSURANCE

JURY TRIAL DEMANDED

SUKHCHAIN SINGH

UNITED AUTO GROUP INC.

,

DefendantS

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One. Jurisdiction is based upon Diversity of Citizenship of the parties.

PARTIES

At all times hereinafter:

Two. Plaintiff Zheng Shi is a resident and domicile of Union City, the State of New Jersey.

Three. Defendant Davindar (D.)Singh is a resident and domicile of New York City, N.Y. State.

4. Def D. Singh is a resident of is a resident of Queens County, N.Y. owned and operated a
LYFT Taxi Toyota Camry as a common carrier.

5. Def. Sukhchain Singh is a resident of Queens County, N.Y. operated a taxi/ car service Toyota Camry owned by Def. United Auto Group Inc., (UAG) a N.Y. Corporation as a common carrier.

6. Def. United Auto Group Inc. is a New York Corporation registered and operating and doing business in Queens, N.Y, pursuant to the laws of New York State.

7. Pursuant to NY Insurance Law Def. Singh maintained vehicle insurance with Def. American Transit Insurance Company, a N.Y.S. corporation, doing business and headquartered in Queens N.Y. including insurance coverage for NO FAULT benefits to pay Plaintiffs' medical and related expenses and lost salary, as applicable by law.

STATEMENT OF CLAIM

8. New York State Common Law Negligence and New York Statutory Rights to No Fault Insurance Coverage .

9. On At JFK Airport arrivals building, Terminal 4 , in Jamaica Queens, NY, on Nov. 29, 2023 at 11 50 pm Plaintiff was loading his bags into the Def. Singh/Lyft trunk in the rear of the vehicle when he was struck while a “pedestrian” standing behind said Sing vehicle by Defs. S.Singh /UAG vehicle.

10. As the result of being struck by Defs. UAG/ S. Singh vehicle, Plaintiff was pinned between, thrown into and crushed between the two Def. vehicles sustaining life threatening severe physical injuries requiring medical ER treatment at and from the scene at Jamaica Hospital, Queens, NY. and subsequently

10. a The Def. S. Singh/ Def. United Auto Group vehicle was negligent in striking the Plaintiff with its vehicle, failing to watch, slow, brake, sound horn, proceed with care and caution as to crowded congested traffic conditions at the JFK Terminal 4 Outer roadway, was generally negligent and failed to take steps to avoid the accident and injuries to Plaintiff pedestrian, violated PANY, MTA, NYC and NYS traffic regulations, rules signs, directions, and laws as to safe driving, observing road conditions, proper speed, etc. , as a common carrier.

10.b The Def. D. Singh vehicle was negligent in stopping the vehicle taxi at JFK Terminal 4 Outer roadway, instead of the inner roadway lane of traffic, to pickup the Plaintiff in that traffic congested crowded traffic lane and the driver failed to exit the vehicle to assist and protect Plaintiff as a his paying customer loading bags into the vehicle as a taxi common carrier at this JFK terminal; didn't warn, stop and wave away oncoming traffic including Def. UAG auto/taxi that struck Plaintiff, failed to load Plaintiffs bags himself, or properly assist the Plaintiff loading his bags into the Def. UAG vehicle, and to take steps to protect the Plaintiff passenger thereat and avoid the accident as occurred herein.

11. Plaintiff suffered injuries as the result of above contact with vehicles a significant right leg swelling deformity, edema with flow blockage, large hematoma to right knee, crush injury, significant soft tissue damage, arterial vascular damage, subsequent infections, absence of blood flow to left calf, was Hospitalized at Englewood Hospital N.J. for worsening infectious internal vascular condition, infected edema with flow blockage Feb. 6-8, 2024, with a corrective operation to remove infectious tissue, has been treated with Fentanyl for pain, is to be released with a Wound Vac body tube body attachment medical device to treat his internal wound infection for 30 days, impairing his walking, movement, working, sleeping; has been totally

body injured, rendered sick sore lame and disabled missing work, and daily activities, his injury is whole body, each and every life activity is impaired, including work and recreation, and his social life, and there is exacerbation of any prior medical conditions that were asymptomatic prior to the accident.

12. Plaintiff has suffered psychological injuries anxiety and depression as the result of the accident and his physical injuries, the doctors have diagnosed and advised Plaintiff his internal vascular and veins ruptures and infections condition as extremely serious, that death is possible, his life is threatened as the weakened blood vessels could burst and fail, resulting in Plaintiffs bleeding to death.

13. Plaintiff's significant severe impairments and injuries qualify him to sue for pain and suffering, and related damages pursuant to the N.Y. Insurance Law sect. 5150 including interference with a body part and system his legs all as described herein.

13.a There are no other third parties legally responsible for the Plaintiff's damages described herein.

SEPARATE ACTION NO FAULT BENEFITS

14. Defendant D. Singh and Def. UNITED AUTO GROUP have failed to pay NY statutory NO FAULT benefits to Plaintiff, although he has filed proper applications for those benefits, so Plaintiff claims those unpaid money benefits herein as damages.

RELIEF SOUGHT

15. Money damages are sought in the amount of one million dollars for the causes of action specified above, including NO FAULT INSURANCE MONEY BENEFITS plus interest, costs, disbursements, attorneys fees, as authorized by law, for medical expenses, pain, suffering, injuries and the like.

Dated

Feb. 8, 2024

S/ MARTIN DRUYAN ESQ.
Martin Druyan and Associates Attorneys

Attorneys for Plaintiff

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CERTIFICATION

Pursuant to the Rules of FRCP 11 I certify as attorney for Plaintiff to the best of my knowledge information and belief that this complaint is not being presented for improper purpose, such as to harass, delay, or increase the costs of litigation, 2. Is supporter by existing case law, non frivolous argumentsas to existing law, 3. The factual contentions have evidentiary support, if so identified, will have evidentiary support, after investigation and discovery.

Dated and Affirmed

Feb. 8, 2024

s/ Martin Druyan Attorney

Martin Druyan and Associates

Attorneys for Plaintiff